

BK 1816 PG 0614

**RECORDATION REQUESTED BY:**

Union Planters Bank NA  
Business Banking  
6200 Poplar Avenue  
Memphis, TN 38119

STATE MS.-DE SOTO CO.

FILED

SEP 4 2 29 PM '03

PS  
P2

**WHEN RECORDED MAIL TO:**

Union Planters Bank, National Association  
565 Marriott Drive  
Nashville, TN 37214

BK 1816 PG 614  
W.E. DAVIS CH. CLK.

**SEND TAX NOTICES TO:**

JOHN H. NABORS  
KATHERINE J NABORS  
P.O. BOX 30783  
MEMPHIS, TN 38130

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2130.8919380

This Modification of Deed of Trust prepared by:

*Deann Whitney* - 615.744.0213  
Union Planters Bank NA  
565 MARRIOTT DRIVE  
NASHVILLE, TN 37214

NOTE TO CHANCERY CLERK: *Section 17, Township 2, Range 7 West.*

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated August 11, 2003, is made and executed between JOHN H. NABORS, whose address is 4646 US HWY. 78, MEMPHIS, TN 38118 and KATHERINE J NABORS, whose address is 4646 US HWY. 78, MEMPHIS, TN 38118 ("Grantor") and Union Planters Bank NA, Business Banking, 6200 Poplar Avenue, Memphis, TN 38119 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 20, 2002 (the "Deed of Trust") which has been recorded in DE SOTO County, State of Mississippi, as follows:

RECORDED 08/13/02 IN BOOK 1540 PAGE 0035, WITH THE DE SOTO COUNTY REGISTER OF DEEDS OFFICE.

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DE SOTO County, State of Mississippi:

See ATTACHED EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3468 SWINNEA ROAD, NESBIT, MS 38651.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**EXTEND MATURITY DATE:**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 11, 2003.**

**GRANTOR:**

x *John H. Nabors*  
JOHN H. NABORS, Individually

x *Katherine J. Nabors*  
KATHERINE J NABORS, Individually

**LENDER:**

x *R. Whitney*  
Authorized Officer

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee)  
) SSCOUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of August, 2003, within my jurisdiction, the within named JOHN H. NABORS and KATHERINE J NABORS, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MARCH 29, 2005

## LENDER ACKNOWLEDGMENT

STATE OF Tennessee)  
) SSCOUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of August, 2003, within my jurisdiction, the within named Richard Whaley a OFFICER corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MARCH 29, 2005

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EXHIBIT "A"

BK 1540PG0043

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LOT 7, Gill Subdivision, North Addition, located in Section 17, Township 2, Range 7 West, DeSoto County, Mississippi, as shown on plat of record in Plat Book 8, Page 30 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to **KATHERINE BELLE JOYNER NABORS AND DAUGHTER, KAREN N. FOWLER**, by Quit Claim Deed of record in **BOOK 251, PAGE 353** in said Chancery Clerk's Office.

Property Address: 3648 SWINNEA ROAD, SOUTHAVEN, MS 38651